

6. Steve Kirk's strict interpretation of the Bay City lease comes as no surprise.² The Bay City building is 49 years old. It was in need of much repair when his company took possession. Mr. Kirk has spent lots of money on the property with the stated intent of remaining there until his retirement. The tower array is only 250 feet behind the studio building. Mr. Kirk has made it clear that he wants the towers removed. In fact, he says he would not have bought the FM radio station if he thought Chameleon would ever attempt to use the AM towers.

7. The close proximity of the tower array to the studio produces a daily source of RF contamination which is a constant nuisance. It was apparently tolerated by Mr. Landrum since he operated both stations under these circumstances over an extended period of time. Mr. Landrum's declaration to the Commission regarding co-habitation was possibly due to the expected sale of the FM facility and the realization that he didn't have to share the property with Chameleon anyway. However that may be, Mr. Landrum's declaration is contrary to the repeated past statements of Mr. Werlinger (additionally sworn to here, Exhibit C), the sworn statement of the broker, Mr. Saunders (Exhibit A), the demand letter of Mr. Kirk (Exhibit B) and the text of the lease itself. In full truth and accuracy, the transaction effectively precluded Chameleon from operation of KFCC(AM) from the Bay city site. It therefore was not without reasonable foundation for

² The sworn declaration of Mr. Werlinger in support of factual statements in ¶¶6-9 is attached as Exhibit C.

Chameleon to say that the Bay City site had been "lost" in its request for the Harris County STA.

8. AM and FM stations are usually separated when co-owners sell one of the signals. In this case, the sale of the AM station to Chameleon was contingent upon the expressed understanding that the AM facility would be moved from the Bay City site by the new owner. For this reason, Chameleon immediately undertook to move the AM facility under STA rules and practices, while all access rights to the Bay City property were retained by the FM station. This was done with the knowledge of the Commission. The contractual provision for the lease-back of the Bay City site (from Chameleon to Landrum Enterprises, Inc.) was filed with the Commission in the application for consent to assignment of the AM license to Chameleon (Exhibit 2 of my earlier letter dated September 3, 1996). The assignment application was approved on April 19, 1995 (official notice requested). The STA request for operation from the Harris County site was filed two days later on April 21, 1995 (Exhibit 5 of my letter dated September 3, 1996).

9. The entire transaction was constructed upon the expectation that FCC approval would not be withheld. From the perspective of Chameleon (based upon Mr. Werlinger's contemporaneous experience in the virtually identical circumstances of an STA routinely granted and extended for a transmitting location at Canton of an AM station licensed to the separate and distant community of Mineola), the STA move was an

accepted, time-tested practice in the broadcast industry and at the Commission. Therefore, Chameleon expected FCC approval to occur and be continued in the normal course pending processing of the Form 301 for regular authorization at the Harris County site.

10. Today, Chameleon finds itself in the untenable position of being ordered to leave its Harris County STA site by the Commission while being subjected to legal action for eviction that will prevent it from operating at the old Bay City site.

Conclusion and requested Commission action

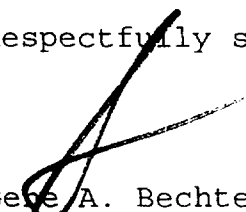
11. As indicated in my letter dated September 3, 1996, under all of the facts and circumstances, including the evidence presented in that letter that Chameleon has not engaged in deliberate misrepresentations or lacks of candor, a prompt resolution of the matter, including monetary forfeiture if deemed appropriate for admitted rule violations that had been contemporaneously disclosed to the Commission, would be in the public interest. Such resolution is even more urgently needed in light of the Bay City site impasse.

Section 1.1201 considerations

12. Although Mr. Whitehead through counsel has filed letters and pleadings in this matter even though the radio station with which he is associated would be the beneficiary of elimination of 90% of the grandfathered interference area upon commencement of KFCC(AM) permanent operations and, under the Harris County STA, benefitted from a 50% reduction with the KFCC(AM), his standing to file objections has never been

established. This is to make clear that we are not serving a copy of this letter on counsel for Mr. Whitehead, but if you believe that counsel for Mr. Whitehead should receive a copy, please advise and we shall furnish it.

Respectfully submitted,



Gene A. Bechtel

EXHIBIT A

JWS**John W. Saunders**
Mergers
& Acquisitions(713) 444-4477
Suite 100
17101 Kuykendahl Road
Houston, Texas 77068

TO: Don Werlinger

FROM: John Saunders 

DATE: September 11, 1996

SUBJECT: KFCC-AM

Dear Don,

In response to your request as to what I recall regarding the circumstances surrounding the sale of the then KIOX-AM from Landrum Enterprises, Inc. ("Landrum") to Chameleon Radio Corporation ("Chameleon"), with particular emphasis on the lease situation, I submit the following:

- 1) My files contain no signed documents. However, I do have, in draft form only, a copy of the Agreement of Purchase and Sale of Assets with exhibits as forwarded to me by Sarah W. Ray, counsel for Landrum, on March 2, 1995.
- 2) As I remember, and in conjunction with my review of the documents described in 1) above (presuming that the documents executed at closing were in the same form),
 - a) Chameleon accepted assignment of the land lease from Landrum
 - b) Chameleon received title to the building and all other improvements on the land
 - c) Chameleon leased back to Landrum the "Leased Premises" defined in the Lease Agreement as "The Land and the Building together . . ."
 - d) The Lease Agreement provided that, having complied with certain conditions, Landrum could sublease the "Leased Premises" to a third party who would purchase Landrum's FM station
- 3) Throughout the negotiations between Chameleon and Landrum it was clearly understood that their respective radio properties would not be co-located. This was the reason for the Lease Agreement.

EXHIBIT B

HAND DELIVERED

September 11, 1996

Mr. Don Werlinger
Chameleon Radio Corporation
10865 Rockley Road
Houston, Texas 77099

Re: Lease Agreement by and between CHAMELEON RADIO CORPORATION and LANDRUM ENTERPRISES, INC., dated April 20, 1995; and as assigned to GUAJILLO INVESTMENTS, L.L.C. on June 1, 1996.

Dear Mr. Werlinger,

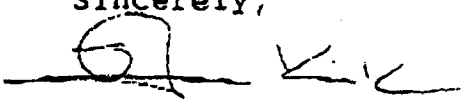
Pursuant to our numerous discussions regarding the subject matter, this letter will serve as an official DEMAND NOTICE regarding the position of Guajillo Investments, L.L.C. with regards to the presence of certain pieces of radio transmitting equipment and personnel of Chameleon.

Not only has the presence of Chameleon personnel and equipment in our studio facilities, been extremely disruptive to our daily business practice, but has also resulted in a severe health hazard to our employees. We have measured and calculated four (4) volts of RF in our lounge/break area coming from the Chameleon transmitter. This will not be tolerated without legal repercussions. In addition to the aforementioned danger, the same transmitter has caused unprecedented problems in our production equipment and phone lines. This will also not be tolerated.

I am not aware of, nor do I care about, whatever problems your company might have encountered with the FCC. I am a legal entity, attempting to conduct business within the guidelines established by law. I have a legal and binding lease agreement with your company which does not give you, or anyone else, the right to conduct your business on our leased property. Our agreement specifically states that Guajillo Investments, is the only entity that can conduct business on the 26 acre site, which includes our studio facilities.

Mr. Werlinger, please understand my position. Your companies presence here has resulted in technical interference, disruptive practices and now, a serious health hazard. I intend to take this matter up in a court of law immediately, if I do not hear from you by return certified mail. I trust this letter will get your immediate attention.

Sincerely,



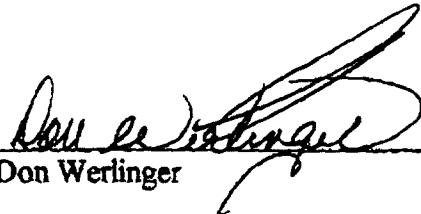
Steven M. Kirk
President & General Manager
Guajillo Investments, L.L.C.

EXHIBIT C

DECLARATION

Don Werlinger declares under the penalty of perjury that the following statements are true and correct to the best of his knowledge and belief:

- 1. I am President of Chameleon Radio Corporation.**
- 2. The factual statements contained in paragraphs 6 - 9 in the foregoing letter to Mr. Aronowitz are true and correct to my best knowledge and belief.**


Don Werlinger

September 13, 1996

DECLARATION UNDER PENALTY OF PERJURY

I, Jake Landrum, depose and state as follows:

1. I am president of Landrum Enterprises, Inc. ("Landrum Enterprises"), licensee of FM broadcast station KIOX-FM (96.9 MHz), El Campo, Texas. Landrum Enterprises is the former licensee of AM broadcast station KIOX (now KFCC) (1270 KHz), which it operated at a site located near State Highway 35, approximately two miles east of Bay City, Texas (the "Bay City Site").

2. On March 10, 1995, Landrum Enterprises entered into an Agreement of Purchase and Sale of Assets ("Asset Purchase Agreement") with Chameleon Radio Corporation ("Chameleon"), providing for the sale to Chameleon, subject to the terms and conditions set forth in the Asset Purchase Agreement, of all the real property, personal property, tangible and intangible assets of Landrum Enterprises used in the operation of KIOX, including but not limited to the three AM towers, the studio building and all the radio equipment necessary to operate the station at the Bay City Site. The Asset Purchase Agreement also provided for Chameleon to take assignment of a ground lease (described more fully below, and to enter into a lease agreement with Landrum Enterprises. I signed the Asset Purchase Agreement on behalf of Landrum Enterprises; Don Werlinger, Chameleon's president, signed on its behalf.

3. On April 20, 1995, pursuant to Commission consent, Landrum Enterprises assigned the KIOX license to Chameleon and sold the station's assets to Chameleon. As a part of that transaction, on that date Landrum Enterprises and Chameleon entered into an Assignment of Lease whereby Landrum Enterprises assigned to Chameleon, Landrum Enterprises' right title and interest in that certain Lease Agreement for the lease of the property located at the Bay City Site ("Ground Lease") by and between Cathryn Long Clark, Independent Executrix of the Estate of John G. Long, deceased, and James M. Allen, Independent Administrator of the Estate of Mary Adams Long, deceased, as lessor and North Star Communications, Inc. as lessee, North Star's interest thereunder having been assigned to Landrum Enterprises by an assignment dated December 22, 1994, the estate's interest being subsequently assigned to J.F. Long and Cathryn L. Clark, a Texas Partnership. Pursuant to the Assignment of Lease, Chameleon assumed all of Landrum Enterprises' right, title and interest in and to and all obligations under the lease. At the time of the execution of the Assignment of Lease, the Lease Agreement required monthly payments in the amount of \$625.00. I signed this Assignment of Lease on behalf of Landrum Enterprises; Don Werlinger, Chameleon's president, signed on its behalf.

4. Also on April 20, 1995, Landrum Enterprises and Chameleon entered into a Lease Agreement ("Sub-lease") allowing Landrum Enterprises to use the Bay City Site for KIOX-FM's main studio operations.

5. The Sub-lease, the Assignment of Lease and the Asset Purchase Agreement have never prevented Chameleon from operating AM station KIOX (now KFCC) at the Bay City Site subsequent to Chameleon's acquisition of the station.

Federal Communications Commission

ocket No. 96-173 Exhibit No. 20

resented by MUB

Disposition { Identified X
Received X
Rejected _____

Reporter JS

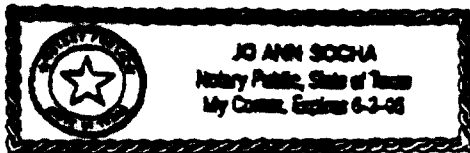
Date 2-24-97

6. There is currently no lease agreement or other written or oral agreement between Landrum Enterprises and Chameleon that would prevent Chameleon from gaining access to the Bay City Site in order to operate AM station KIOX (now KFCC) from that site.

I declare under penalty of perjury that the foregoing is true and correct.


Jake H. Landrum

Dated this 5th day of December, 1995.



SUPPLEMENTAL STATEMENT OF JAKE H. LANDRUM

1. I, Jake H. Landrum, affirm that the statements I made in my "Declaration Under Penalty of Perjury" dated December 5, 1995 ("December 5 Declaration") are true; however, I would like to clarify statements made in paragraphs 5 and 6 of my December 5 Declaration as follows.

a. Pursuant to the Sub-lease between Chameleon Radio Corporation, as Lessor, and Landrum Enterprises, Inc., as Lessee, Chameleon leased to Landrum, among other things, use of the building located on the property identified as the "Bay City Site" to be used by Landrum as the main studio of Station KIOX-FM, which Landrum continued to own and operate after the sale of Station KFCC(AM) (formerly KIOX(AM)) to Chameleon. The references to the "Bay City Site" include the parcel of land, the three AM towers, the studio building and an STL tower and satellite receiving dish, which Landrum continued to own.

b. It was not my intention in paragraphs 5 and 6 to offer legal conclusions as to the impact of the Sub-lease, Assignment of Lease and Asset Purchase Agreement on the legal ability of Chameleon to operate KFCC at the Bay City Site or to gain access to the Bay City Site.

2. Pursuant to the Sub-lease (a copy of which is attached hereto), Landrum paid rent to Chameleon on a monthly basis from May 1, 1995, through May 1, 1996. Landrum sold KIOX-FM to Guajillo Investments, Inc. effective June 1, 1996.

3. The Sub-lease was the only agreement, written or oral, in effect between Landrum and Chameleon after April 20, 1995, when I sold KFCC to Chameleon, that dealt with the use of the Bay City Site or any portion thereof by Chameleon or Landrum.

4. Landrum Enterprises never told Chameleon to leave or not use the Bay City Site.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.


Jake H. Landrum

FCC MAIL SECTION

FEB 9 10 15 AM '96

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

DISPATCHED BY

FEB 09 1996

In Reply Refer To:
1800B2-WGB

VIA TELECOPIER AND CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Dr. William Bone,
President
Canton Broadcasters, Inc.
1350 Suite C
Highway 19 South
Canton, Texas 75103

In re: KVCJ(AM) Mineola, Texas
Notice of Special Temporary
Authority Cancellation

Dear Dr. Bone:

We have on file Canton Broadcaster, Inc.'s ("CBI") December 12, 1995 request for extension of Special Temporary Authority ("STA") to operate KVCJ(AM), Mineola, Texas at variance from its licensed parameters.¹ As set forth below, we deny CBI's request for further extension of the STA.

Background. On May 20, 1993, the Commission approved an application assigning KVCJ(AM)² from KMOO, Inc. ("KMOO") to CBI (BAL-930311EA). The parties consummated the assignment on June 21, 1993. On October 22, 1993, CBI filed the initial request for STA, stating that it intended to seek a change in the city of license from Mineola, Texas, to Canton, Texas ("Canton Site"). CBI also stated that the ability of the station to serve Canton would restore a silent facility and permit the taking of field intensity

¹ Station KVCJ(AM) is licensed to serve Mineola, Texas, on 1510 kHz with a transmitter power of 1000 watts (ND-D), from a site 2.5 km north-northwest of Mineola, Texas ("Mineola Site").

² Formerly KMOO(AM).

measurements from the proposed site for use in an allocation study.³ Missing from CBI's STA request was a statement indicating that CBI's need for a new site was due to an involuntary loss of its licensed site.

On November 23, 1993, the Commission staff granted CBI an STA to operate with the parameters described in its initial STA request. That letter indicated that the staff believed the STA was necessary due to loss of KVCJ(AM)'s authorized site. The Commission staff extended the subject STA six (6) times.⁴ In the last extension request granted by the Commission staff (October 2, 1995), the staff conditioned the filing of any further extensions on the filing of FCC Form 301 to license the STA facilities. On October 7, 1995, Canton filed the requested major change application (ARN-950907AB). Staff studies of the application found that it was not acceptable for filing and returned the application to CBI on January 31, 1996.

Discussion. Commission policy dictates that STA requests for a change in transmitter site must include two critical elements: (1) the licensee's site loss must have been beyond the licensee's control; and (2) the proposed STA facilities must continue to provide service to the licensed community and duplicate, as closely as practicable, the licensed service area. Additionally, authorizing a permanent substantial change⁵ in facilities by means of STA violates two provisions of the Communications Act of 1934, as amended (the "Act"). Section 319 requires that an applicant first file a Form 301 application requesting a construction permit. 47 C.F.R. § 319. Also, Section 309 of the Act provides that the Commission may not grant an application for major changes in facilities until the Commission staff has examined the subject application, provided a public notice of the acceptance of the application for filing and allowed a thirty-day period for comment on the application by relevant parties. 47 U.S.C. § 309.

Based upon our view of the record, we conclude that inadvertent staff error lead to the

³ CBI proposed to operate from the Canton Site, designated by the coordinates N32-32-32, W95-51-37, and requested authority to operate nondirectionally at 170 watts day. Canton further proposed "to utilize a [140'] tower supporting a folded unipole antenna system." Canton also indicated that, on October 19, 1993, it sought "FAA authority to construct." The STA request alleged "... [t]heoretical overlap would be increased to KSTV and overlap would be created to KJIM". CBI further stated that "[h]owever, it is the licensee's belief that actual field strength readings will indicate conductivity significantly lower than that indicated using M-3..."

⁴ The extension dates are: February 23, 1994, July 15, 1994, February 1, 1995, April 26, 1995, August 17, 1995 and October 2, 1995.

⁵ See 47 U.S.C. § 309 (b).

CBI's initial grant of STA.⁶ The Commission is not bound by that error. See North Texas Media, Inc., 778 F.2d 28, 32-33 (D.C. Cir. 1985) (a deviant staff action granting facilities in contravention of established Commission procedure is not controlling). Moreover, the Commission's Rules provide that an STA may be cancelled without notice or hearing. 47 C.F.R. § 73.1635(a)(5)(b). CBI's use of STA to introduce a new broadcast service to Canton, Texas, is both a violation of our STA policies and the licensing procedures set forth by the Act. As noted above, CBI's waiver request never established that its site loss was involuntary or in any way beyond its control. In accordance with the Act, we will not authorize new construction intended to be for permanent operations pursuant to STA.

Conclusion. The December 12, 1995 request for extension of STA filed by CBI IS DENIED. Station KVCJ(AM) must cease operation from the Canton Site by March 4, 1996. Further operation from the Canton Site will subject CBI to daily forfeitures calculated in accordance with Section 503(b) of the Act. Station KVCJ(AM) must resume operations from its licensed site in Mineola, Texas.⁷

Sincerely,



Dennis Williams
Assistant Chief
Audio Services Division
Mass Media Bureau

cc: William J. Pennington, III, Esq.
Counsel for Canton Broadcasters, Inc.
CIB Houston

⁶ The examination of the record in this case is part of our comprehensive review of all outstanding grants of STA.

⁷ We also remind CBI that 47 C.F.R. § 73.1740(a)(4) provides that licensees must seek authority from the Commission to remain silent within ten (10) days of the discontinuance of operations. Such authorizations pertain only to an applicant's licensed site. Requests for silent authority pursuant to this Rule must be supported by a showing that factors beyond the licensee's control prevent the continuance of on-air service.

FISHER WAYLAND COOPER LEADER & ZARAGOZA L.L.P.

2001 PENNSYLVANIA AVENUE, N.W.

SUITE 400

WASHINGTON, D. C. 20006-1851

TELEPHONE (202) 659-3494

KATHRYN R. SCHMELTZER

(202) 775-3547

FACSIMILE

(202) 296-6518

March 4, 1996

INTERNET

kschmeltzer@fwclz.com

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: Station KVCJ(AM)
Mineola, Texas
Request to Extend Special Temporary Authority
Ref: 1800B2-WGB

Federal Communications Commission	
Docket No.	96-173 Exhibit No. MMB-23
Presented by MMB	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	YS
Date	2-24-97

Dear Mr. Caton:

On behalf of Canton Broadcasters, Inc. ("CBI"), the licensee of Station KVCJ(AM), Mineola, Texas, this is to request a ninety day extension of the special temporary authority under which the station is now operating.

Attached hereto is a check in the amount of \$115.00, made payable to the Federal Communications Commission, along with an FCC Form 159, to cover the required filing fee. Also attached is an Anti-Drug Certification.

CBI has been operating at a site in Canton, Texas pursuant to a grant of special temporary authority which was originally requested by CBI's prior consulting engineer. On September 9, 1995, CBI filed an FCC Form 301 application proposing a relocation to Canton which had been prepared by its prior consulting engineer. (FCC File No. BP-950907AB). By letter dated January 31, 1996, the Commission's staff found the FCC Form 301 application not acceptable and returned it. Public notice of the return of the application was given on February 5, 1996. By letter dated February 9, 1996, the staff denied CBI's request for an extension of its special temporary authority and ordered KVCJ(AM) to cease operation on March 4, 1996.

As CBI's Vice President, Director and 50% shareholder has described in a meeting with the Commission's staff held Friday March 1, 1996, CBI was misled by its prior consultant and prior attorney into believing that it was in compliance with Commission rules and policies.

Mr. William F. Caton

March 4, 1996

Page 2

Since receiving the staff's letters of January 31, 1996 and February 9, 1996, CBI's principals have consulted with and retained a new consulting engineer and a new communications attorney. CBI's consulting engineer is presently working on an amendment to the FCC Form 301 application which CBI intends to file this week along with a petition for reconsideration of the return of the application. If the deadline cannot be met or if reinstatement is not possible, CBI will promptly prepare and file a new FCC Form 301 application.

In the interim, CBI respectfully requests that its special temporary authority be extended. Neither the community of Canton, Texas nor Van Zandt County, of which Canton is the seat, has any local broadcast service. Mineola, on the other hand, has a licensed FM station. CBI's principals are both longtime local residents of Canton and are providing a valuable service to the local community. Moreover, the tower on which KVCJ(AM) had been operating at Mineola has been dismantled, and the site has been sold. Therefore, KVCJ(AM) cannot feasibly return to its licensed site in Mineola.

Accordingly, for the foregoing reasons, CBI respectfully requests a ninety day extension of its special temporary authority pending action on the FCC Form 301 application which CBI will expeditiously amend, or alternatively, file anew.

If there are any questions concerning this matter, please communicate with the undersigned.

Very truly yours,


Kathryn R. Schmeltzer

KRS:msc

Attachments

cc w/attachs: Mr. Dennis Williams

Kelly D. Yaksich, Esq.

Mr. William Ball

97890001.001

FEDERAL COMMUNICATIONS COMMISSION
FCC REMITTANCE ADVICE

Approved by OMB
3060-0589
Expires 2/28/97

PAGE NO. 1 OF 1

(RESERVED)

SPECIAL USE

000/000000 MAR 04 1995

FCC USE ONLY

(Read instructions carefully BEFORE proceeding.)

PAYOR INFORMATION

(1) FCC ACCOUNT NUMBER 0530190523 Did you have a number prior to this? Enter it. (2) TOTAL AMOUNT PAID (dollars and cents)
\$ 115.00

(3) PAYOR NAME (If paying by credit card, enter name exactly as it appears on your card)

Canton Broadcasters, Inc.

DUPLICATE

(4) STREET ADDRESS LINE NO. 1
c/o Fisher Wayland Cooper Leader & Zaragoza L.L.P.:KRS

(5) STREET ADDRESS LINE NO. 2
2001 Pennsylvania Avenue, N.W., Suite 400

(6) CITY
Washington

(7) STATE
DC

(8) ZIP CODE
20006-1851

(9) DAYTIME TELEPHONE NUMBER (Include area code)
(202) 659-3494

(10) COUNTRY CODE (if not U.S.A.)

ITEM #1 INFORMATION

(11A) NAME OF APPLICANT, LICENSEE, REGULATEE, OR DEBTOR

Canton Broadcasters, Inc.

FCC USE ONLY

(12A) FCC CALL SIGN/OTHER ID
KVC1 (AM)

(13A) ZIP CODE

(14A) PAYMENT TYPE CODE
M G R

(15A) QUANTITY
1

(16A) FEE DUE FOR
PAYMENT TYPE CODE
IN BLOCK 14
\$ 115.00

(17A) FCC CODE 1

(18A) FCC CODE 2

(19A) ADDRESS LINE NO. 1

(20A) ADDRESS LINE NO. 2

(21A) CITY/STATE OR COUNTRY CODE

ITEM #2 INFORMATION

(11B) NAME OF APPLICANT, LICENSEE, REGULATEE, OR DEBTOR

FCC USE ONLY

(12B) FCC CALL SIGN/OTHER ID

(13B) ZIP CODE

(14B) PAYMENT TYPE CODE

(15B) QUANTITY

(16B) FEE DUE FOR
PAYMENT TYPE CODE
IN BLOCK 14
\$

(17B) FCC CODE 1

(18B) FCC CODE 2

(19B) ADDRESS LINE NO. 1

(20B) ADDRESS LINE NO. 2

(21B) CITY/STATE OR COUNTRY CODE

CREDIT CARD PAYMENT INFORMATION

(22) MASTERCARD/VISA ACCOUNT NUMBER:

☐ Mastercard

EXPIRATION DATE:

Month

Year

☒ Visa

I authorize the FCC to charge my VISA or Mastercard
for the payment(s) herein describe.


AUTHORIZED SIGNATURE

DATE

ANTI-DRUG ABUSE ACT CERTIFICATION

The applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §853a, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. §1.2002(b)

☒ Yes ☐ No

<i>CANTON Broadcasters INC.</i> Name of Applicant	 Signature
<i>3-1-96</i> Date	<i>V-Pres</i> Title